

AGREEMENT

between

THE COUNTY OF KENT
KENT COUNTY PROSECUTING ATTORNEY

and

KENT COUNTY ASSISTANT PROSECUTING
ATTORNEY ASSOCIATION

PROSECUTING ATTORNEYS

Effective: January 1, 2016 through December 31, 2017

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AGREEMENT

THIS AGREEMENT is entered into this 3rd day of December, 2015, to take effect January 1, 2016, by and between the COUNTY OF KENT, and the KENT COUNTY PROSECUTING ATTORNEY, together hereinafter referred to as the "Employer" and the KENT COUNTY ASSISTANT PROSECUTORS UNION, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, its employees, and the Union. The parties recognize that the interests of the community and the job security of the employees depend on the Employer's success in establishing and the employees' success in rendering services to the public.

Therefore, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit:

All full-time employees employed as a licensed attorney for the Employer, BUT EXCLUDING the Prosecuting Attorney, the Chief Deputy Prosecuting Attorney, Civil Counsels, Employment Relations Council, all part time and temporary attorneys and all other employees.

Section 1.2. Definition of Employer. Employer shall mean separately and jointly the following governmental units: the County of Kent and the Kent County Prosecuting Attorney.

Section 1.3. Law School Students and Graduates. It is recognized that the Employer employs individuals as attorneys who are students or graduates of approved law schools while they are awaiting admission to the State Bar of Michigan. The Union agrees that the Employer shall have the right to continue to employ and utilize such individuals as determined by the Employer. The Union further agrees that such individuals are not included within the recognition granted the Union and shall not be covered by the terms of this Agreement until such time as such individuals are admitted to the State Bar of Michigan.

REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of three (3) Union members who have been regular full-time employees for at least one (1) year. One of the bargaining committee members shall be designated as the Chairperson. The function of the committee shall be to negotiate successor collective bargaining agreements and to act in a representational capacity for the purpose of processing grievances for employees covered by this Agreement.

Section 2.2. Lost Time. The representatives shall be permitted to leave their workstation to investigate and present grievances to the Employers, without loss of pay, after specifying to their supervisor the purpose of their activity. Permission shall be granted unless it would unduly disrupt or interfere with the normal operations of the office. Representatives will be permitted to answer contractually related questions, without loss of pay, during working hours. The representative's time during such release time will be devoted to the proper processing of grievances and/or performing other representational duties and will not be abused.

Section 2.3. Identification of Bargaining Committee Members. The Union shall furnish the Employer in writing the names of its bargaining committee members responsible for administering this Agreement, and whatever changes may occur from time to time so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This notification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

UNION DUES PAYROLL DEDUCTION

Section 3.1. Checkoff.

- (a) During the life of this Agreement, the Employer agrees to deduct Union membership dues or a service fee from each employee covered by this Agreement who executes and files with the Employer a checkoff authorization form.
- (b) The Union shall notify the Human Resources Department in writing of the proper amount of Union membership dues and service fees and any subsequent changes in such amounts.

Section 3.2. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees.

RIGHTS OF THE EMPLOYER

Section 4.1. Rights. The Employer, on its own behalf and on behalf of the public they serve, hereby retains and reserves to itself, and its designated representatives, all powers, rights, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States. Among the rights of the Employer, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines to provide such service; to hire new employees, to determine the nature and number of the facilities and departments and their locations; to adopt, modify, change or alter its budget; to establish or abolish classifications of work; to combine or recognize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline, or discharge employees; to establish and follow an orderly procedure to transfer, layoff and recall personnel; to establish reasonable work rules; to establish and change work schedules and hours, to provide and assign relief personnel; and to continue and maintain its operations as in the past, provided, however that these rights shall not be exercised in violation of any specific provision of this agreement and, as such, they shall be subject to the grievance and arbitration procedure established herein.

NO STRIKE - NO LOCKOUT

Section 5.1. No-Strike Pledge. During the term of this Agreement, the Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, sympathy strike, or stay-in, nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, nor abstain in whole or in part from the full, faithful, and proper performance of their duties, other than for authorized time off under this agreement and for authorized purposes. The Union and its members agree that such conduct will not occur, including actions in support or recognition of any labor dispute between the Employer and any other labor organization.

Section 5.2. No Lockout. During the life of this Agreement, the Employer agrees not to lock out any employees covered by this Agreement.

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance, for the purposes of this Agreement, shall be defined as a complaint by an employee covered by the Agreement or the Union concerning the application or interpretation of a specific provision or provisions of this Agreement.

Section 6.2. Grievance Procedure. All grievances shall be handled in the following manner:

- (a) **Verbal Step.** An employee who believes he has a grievance shall discuss the matter with his immediate supervisor within fifteen (15) days following the events, which caused the grievance. If requested by the employee, a collective bargaining committee member may be present. The employee's immediate supervisor shall inform the employee of their decision in the matter within ten (10) days following the discussion between himself and the employee.
- (b) **Written Procedure.** If the grievance is not settled in Step 1, it shall be reduced to writing and submitted by a collective bargaining committee member to either the Prosecutor or designee within ten (10) days of the answer in Step 1. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or the Union with respect to these provisions, indicate the relief requested, and be signed by the collective bargaining committee member and the affected employee(s). The Prosecutor, or designee, a representative of the Human Resources Department and the collective bargaining committee shall meet to discuss the grievance within fourteen (14) days following receipt by the Prosecutor of the grievance. The Employer shall provide a written answer on the grievance and return it to the collective bargaining committee member within fourteen (14) days following the meeting.

Section 6.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next step in a timely manner, it shall be considered withdrawn. If the time limits are not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement; provided the extension is reduced to writing and the period of extension is specified.

Section 6.4. Time Computation. In computing days under the Grievance Procedure, Saturdays, Sundays, and holidays recognized under this Agreement shall be excluded.

Section 6.5. Grievance Form. The grievance form shall be mutually agreed upon by the Employer and the Union.

Section 6.6. Grievance Resolution. All resolutions of grievances must be approved by the Prosecutor and the Human Resources Director before they are binding on the Employer. If the Prosecutor or the Human Resources Director disagrees with the settlement of the grievance, he shall notify a collective bargaining committee member within ten (10) days and the grievance may be submitted to arbitration in accordance with Section 7.1.

ARBITRATION

Section 7.1. Arbitration Request. In the event that a grievance involving the application, interpretation, or enforcement of the provisions of this Agreement shall not have been satisfactorily adjusted during the two steps of the Grievance Procedure, the Union may submit the grievance to arbitration by giving written notice to the Human Resources Director within twenty (20) days of the Employer's Step 2 answer. If arbitration is not sought within the twenty (20) day period specified in this Section, the matter shall be considered settled on the basis on the Employer's last disposition.

Section 7.2. Pre-Arbitration Meeting. Nothing in this Agreement shall prohibit the parties from holding pre-arbitration meetings to discuss an attempt to resolve pending cases at the arbitration step of the grievance procedure.

Section 7.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Either party to this Agreement may reject the first list submitted by the Federal Mediation or Conciliation Service provided the party which does so must immediately request a new list. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages and any other compensation of its own witnesses, representatives and legal counsel.

Section 7.4. Arbitrator's Powers. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement nor shall the arbitrator have the power to establish or change any classification wage rate or pass upon the propriety of discipline administered to employees covered by this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined to be the length of an employee's continuous service with the Employer(s) commencing with the last date of hire. Classification seniority shall be defined as the length of the employee's continuous service within his classification commencing from his late date of promotion to his classification. Continuous service is defined as that time actually spent on the active payroll plus all approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.2. Seniority List. The County shall prepare a seniority list and submit it to the Union on a semi-annual basis, not later than February 1 and August 1. The list shall include the employee's name, continuous service date, anniversary date, classification, classification seniority date, compensation range and step level.

Section 8.3. Loss of Seniority. An employee's total seniority and classification seniority and his/her employment relationship with the Employer shall terminate for any of the following reasons:

- (a) The employee quits, retires, or receives a pension, including a disability pension, under the Kent County Retirement System;
- (b) The employee is terminated or discharged;
- (c) The employee is absent for any three (3) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at his/her last known address that because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of Kent County. In proper cases exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.
- (d) If the employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required;
- (e) The employee fails to return on a specified date following an approved leave of absence, sick leave, vacation or a disciplinary suspension. In proper cases, exceptions shall be made upon the employee presenting convincing proof of his/her inability to return on the required date;

- (f) The employee has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less;
- (g) The employee has been on sick leave for a period of two (2) years or for a period of time equal to the length of his/her seniority at the time such sick leave commences, whichever is less;
- (h) The employee has been on worker's compensation leave for a period of two (2) years or for a period of time equal to the length of his/her seniority, at the time such worker's compensation leave commences, whichever is less.

LAYOFF AND RECALL

Section 9.1. Notice of Layoff. Employees who are to be laid off shall receive fourteen (14) calendar days advance notice unless such layoff is necessitated by an emergency situation where such advance notice is not possible. An employee recalled to work shall have a minimum of five (5) work days advance notice before the employee has to report for work. Notices shall be sent by certified mail, return receipt requested. It shall be the employee's responsibility to keep his current address and telephone number on file with the Human Resources Department. If the employee fails to report for work as required, he shall be considered a voluntary quit.

LEAVES OF ABSENCE

Section 10.1. Procedure for Requesting Leaves. Requests for a leave of absence must be submitted in writing by the employee to the Prosecutor at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave of absence shall be furnished to the employee in writing by the Prosecutor and the Human Resources Director within ten (10) calendar days after the request for a leave of absence is received by the Prosecutor. Any request for an extension of a leave of absence must be submitted in writing to the Prosecutor at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Prosecutor and the Human Resources Director.

Section 10.2. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intents known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leave of absence unless agreed to by the Prosecutor. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment with the Prosecutor. All leaves of absence shall be without pay unless specifically provided to the contrary by the provision of the leave

Section involved.

Section 10.3. Worker's Compensation Leave. In case of work-incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefits under Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Human Resources Director, shall be allowed salary payments, which with his compensation benefit, equal his regular salary or wage. The period covered by the above shall be a once in a lifetime benefit period not to exceed six (6) consecutive weeks. Thereafter, an employee may supplement worker's compensation benefits by utilization of accrued sick leave up to the employee's normal earnings. Upon exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan. An employee who is receiving only Worker's Compensation benefits shall be placed on an unpaid leave of absence and benefits provided by this Agreement will be treated accordingly.

Section 10.4. Military Leave.

- (a) An employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided he/she satisfies the eligibility requirements established under this Agreement.
- (b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employers the difference between the amounts received for such training and the employee's regular salary or wage.
- (c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage according to existing County policy.

Section 10.5. Funeral Leave. An employee shall be granted a leave of absence to attend the funeral when a death occurs in the employee's immediate family according to the following schedule:

- (a) Spouse, children, father, mother, sister, brother: five (5) consecutive days.
- (b) Father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law,

daughter-in-law, stepparent, stepchild, grandparents, grandchildren: three (3) consecutive days.

(c) Aunts, uncles, stepbrother, stepsister: one (1) day.

Leaves granted under this Section shall include the date of the funeral. An employee who loses work from his regularly scheduled hours shall receive his regular straight time rate of pay, exclusive of all premiums, for such lost time. The Employer may require evidence of death and relationship of the deceased to the employee. Additional time for out of state travel or extenuating circumstances shall be allowed to be deducted from the employee's accrued vacation or paid personal leave time or without pay.

Section 10.6. Paid Time Off.

- (a) All full-time employees covered by this Agreement who have completed six (6) months of service shall be credited with eighty (80) hours of paid time in January of each year for employees hired before July 1, 2016, or forty (40) hours each year for employees hired on or after July 1, 2016.
- (b) For all new hires, upon completion of six (6) months of service, a full-time employee will be credited with a pro rata amount of paid time off at the rate of six (6) hours for each full month remaining in the calendar year following the month the employee completes probation, except that employees hired on or after July 1, 2016 shall receive a prorated portion of forty (40) hours. The amount of hours will be rounded to the nearest whole number of hours.
- (c) Paid time off shall be granted for personal reasons, emergency personal reasons, when an employee is unable to perform his/her duties because of illness or injury, illness or injury of a member of the immediate family including parents, illness or incapacity associated with pregnancy. In the event that the employee has exhausted their paid time off bank, the employee shall be allowed to activate their vacation or comp time banks or go without pay.
- (d) Paid time off days shall be charged against the employee's paid time off in the amount taken.
- (e) Absent an emergency situation, paid time off must be requested at least four (4) days in advance of the date requested. The reported reason for the use of the paid time off benefit is at the employee's discretion; however, if less than four day's advance notice is given because of an emergency situation the Employer may request proof of the emergency situation.
- (f) Paid time off may be taken in one (1) hour increments with permission of the employee's supervisor.

- (g) At the end of each calendar year, the number of unused paid time off hours for an employee hired before July 1, 2016 shall be added to the employee's previously accumulated sick leave bank which existed as of December 31, 2002, for use as set forth in subsection (i) of this section. This will become known as the employee's paid time off bank. There shall be no limit on the number of hours an employee may have in his/her paid time off bank, which includes his/her previously accumulated sick leave bank. An employee hired on or after July 1, 2016 may accumulate up to seventy-two Paid Time Off hours; accumulated Paid Time Off hours over seventy-two (72) shall be added to the employee's retirement bonus bank under Section 14.4.
- (h) An employee shall not be charged paid time off leave for a doctor or dentist appointment provided the employee submits a signed verification from the doctor/dentist substantiating the appointment. Time spent at doctor and dental appointments in excess of ten (10) hours per year shall be deducted from the employee's paid time off. This section applies to employees hired before July 1, 2016.
- (i) Employees hired before July 1, 2016 may use the hours in the paid time off bank, and employees hired on or after July 1, 2016 may use accumulated Paid Time Off up to the 72-hour limit, in the following manner:
 - (i) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.
 - (ii) Following the exhaustion of the sickness and accident benefits, the employee may draw from his/her paid time off bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.
 - (iii) Employees may also supplement their sickness and accident benefits by accessing their previously accrued sick leave (for employees hired before July 1, 2016), vacation leave, or banked comp time hours.

VACATIONS

Section 11.1. Vacations. All employees covered by this Agreement and hired before July 1, 2016 shall earn vacation leave with pay according to Schedule A below, and all full time employees covered by this Agreement and hired on or after July 1, 2016 shall earn vacation leave with pay according to Schedule B below:

Schedule A

<u>Seniority</u>	<u>Vacation Hours Per Month</u>
Start to less than 6 years	8 hours
6 years	10 hours
9 years	10.666667 hours
10 years	11.333333 hours
11 years	12 hours
12 years	12.666667 hours
13 years	13.333333 hours
14 years	14 hours
15 years	14.666667 hours
16 years	15.333333 hours
17 years	16 hours
18 years or more	16.666667 hours

Schedule B

<u>Seniority</u>	<u>Vacation Hours Per Month</u>
Start to less than 6 years	8 hours
6 years	8.666667 hours
7 years	9.333333 hours
8 years	10 hours
9 years	10.666667 hours
10 years to less than 16 years	11.333333 hours
16 years	12 hours
17 years	12.666667 hours
18 years	13.333333 hours
19 years	14 hours
20 years	14.666667 hours

Section 11.2. Vacation Scheduling. An employee may utilize his earned vacation credits upon proper notice as determined by the Prosecutor, provided that, in the opinion of the Prosecutor, such time off does not interfere unreasonably with the efficient operation of the office and the Prosecutor's obligations to the public.

Section 11.3. Vacation Accumulation. Employees may not accumulate over three hundred (300) hours of vacation credits at any time, or 280 hours for employees hired on or after July 1, 2016.

Section 11.4. Vacation Payout. Upon termination of employment after six (6) months of service, an employee shall be paid for all vacation hours credited to his account as of the date of termination, with a limit of 200 hours for employees hired on or after July 1, 2016.

Section 11.5. Vacation Buyback. If an employee has 14 or more years of seniority at the beginning of the calendar year and the employee has taken at least eighty (80) hours of vacation in the calendar year, the employee may request in writing that he/she receive forty (40) hours pay in the last full pay period of the calendar year in lieu of forty (40) hours of vacation time.

HOLIDAYS

Section 12.1. Holidays. An employee shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	December 24
Labor Day	Christmas Day

Holiday pay is included in the employee's pay for the pay period in which the holiday is observed.

INSURANCE

Section 13.1. Health Insurance. All full-time employees and eligible dependents shall be provided with Kent County Health Choice Plan hospitalization insurance and a three-tier prescription drug program (generic, formulary brand, non-formulary brand). Such plans shall be the same as afforded members of the UAW bargaining units

- (a) The employee health insurance premium contribution will be 20% of the County's illustrative rates beginning with the 2016 health care coverage, through payroll deduction. The employee is eligible for a wellness incentive equal to two and one-half percent (2.5%) if the employee has participated in the wellness program including the completion of an annual preventive physical examination and the submission of a County-approved Health Risk Assessment (HRA) to the Wellness Program provider. An additional two and one-half percent (2.5%) incentive will be applied if the employee is a non-smoker or is participating in a smoking cessation program.

Effective January 1, 2012, elective abortions will no longer be covered under County health insurance plans.

Effective January 1, 2013, generic prescription drugs and supplies used for the treatment of diabetes and/or hypertension will be provided without the generic co-pay. Additionally, insulin available under the brand name/formulary benefit schedule will be provided at the generic co-pay.

Effective January 1, 2016, Wellness PPO plan design changes including revisions to co-insurance and out of pocket maximum amounts will be implemented as summarized in Appendix B.

Effective January 1, 2015, prescription drug insurance coverage will include the step therapy program of the insurance carrier utilizing generic and preferred options prior to usage of non-preferred or specialty drug regimens.

- (b) As an alternative to the County hospitalization coverage, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (Grand Valley co-pay plan). Effective January 1, 2016, co-payments, deductibles, co-insurance maximums and out of pocket maximums will be as summarized in Appendix B. All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.

Effective January 1, 2014, the Grand Valley HMO Essential Care Program will become the designated HMO plan offered to County participants and the SVS Vision Program will be removed as an HMO benefit. All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.

- (c) In addition to the Kent County Wellness PPO Plan and prescription drug plan (Appendix B), and to the Grand Valley HMO program, the County may offer a lower cost health care and prescription program as a voluntary option for employees otherwise eligible to participate in the PPO or HMO program
- (d) Annually during the open enrollment period, employees may choose between health coverage offered. This coverage will remain in effect for one year beginning January 1.
- (e) The Employer reserves the right to establish a self-insurance hospitalization program or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible, except as to the administration of such hospitalization insurance.

Section 13.2. Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 13.1, effective with the execution of this Agreement, an employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 13.1 and in lieu thereof, shall receive thirty-five (\$35) per pay period subject to the following:

- (a) The employee must provide proof of insurance coverage from some other source.
- (b) Notice of the intent to waive insurance must be sent to the Human Resources

Director within thirty (30) days of the execution of this Agreement and annually thereafter during the open enrollment period.

- (c) All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period each year.
- (d) Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage (not by selection) may return to provided hospitalization insurance at any time throughout the year as long as written evidence is provided which substantiates one of these special conditions.
- (e) Restoration of insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.
- (f) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Payment in lieu of health insurance shall not be paid to an employee whose spouse is covered by a County plan.

Section 13.3. Dental Benefit Plan. All full-time employees and eligible dependents shall be provided with a dental program, paid by the Employer, with benefits which pay one hundred percent (100%) of Class I benefits (two cleanings and one set of x-rays per year) per year. All other dental fees, including orthodontics, will be reimbursed at the rate of fifty percent (50%). The maximum dental benefit shall be \$2,500.

Only one annual family maximum will apply if both members of the household are eligible to participate in the County Dental Plan.

Section 13.4. Life Insurance. The Employer shall pay the required premiums to provide each full-time employee with Term Life Insurance equivalent to one times that employee's annual salary, rounded to the next highest multiple of \$1,000, up to a maximum of \$50,000. The insurance benefit amount shall be changed annually based on an individual employee's earnings as of January 1.

Section 13.5. Supplemental Term Life Insurance. Full-time employees may purchase an additional amount of Supplemental Term Life Insurance in multiples of \$5,000 up to a maximum of \$150,000 through payroll deduction. The amount of payroll deduction for Supplemental Term Life coverage equals the actual cost of the County.

Section 13.6. Section 125 Plan. Full-time employees shall be eligible to participate in the Employer's Section 125 Plan.

Section 13.7. Optical Insurance. Full-time Employees covered by this Agreement shall be provided an optical insurance program. The Plan will provide coverage for glasses each year if there has been a prescription change.

Section 13.8. Premium Payments. Hospitalization and life insurance premiums shall be paid by the Employer commencing at the time of the next regular payment made in accordance with the Employer's procedures, following the month of employment. Employees who are laid off or go on a leave of absence shall assume full cost of such premiums commencing the first full month following their layoff or commencing their leave of absence.

Section 13.9. Retirees' Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan on July 1, 2000, or thereafter, in accordance with the following:

- (a) Employees who retire on or after January 1, 2015, who have a minimum of twenty-five (25) years of service or employees who receive a duty disability retirement on or after January 1, 2015, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members up to a maximum of three hundred fifty dollars (\$350.00) per month. When the retiree is eligible for Medicare, the Employer shall provide to the retiree Medicare supplement insurance at an amount not to exceed the lowest single subscriber rate available under the Employer's insurance programs, not to exceed three hundred fifty dollars (\$350.00) per month. Retirees may, at their own expense, be allowed to pay the difference between the premium amount paid by the Employer and the premium amount for any other Employer provided insurance plan selected by the retiree. Employees who retire on or after January 1, 2015 with less than twenty-five (25) years of continuous service at the time of retirement shall have a monthly pro-rata health care credit based on years of credited service in relation to 25 years not to exceed the lowest single subscriber rate.
- (b) Dependent health insurance coverage may be purchased by the retiree at the retiree's expense. A retiree's surviving spouse may continue to purchase health insurance provided by the Employer at the Employer's group rates subject to the carrier's rules
- (c) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending on the death of the employee.
- (d) No payments shall be made by the Employer if:
 - (i) the employee receives a deferred pension;
 - (ii) the employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;

- (iii) the retiree is covered by a health care program or insurance under their spouse's employment;
- (iv) the balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee.
- (e) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the County's health care program that is provided to members of the bargaining unit from which they retired and such benefits are subject to negotiations between the parties and the provisions of Section 13.1.
- (f) Employees hired on or after January 1, 2016, upon their retirement, will be in a separate group for retiree health premium rating purposes.

Section 13.10. Sickness and Accident Benefits.

- (a) In consideration for the program of sickness and accident insurance benefits described in this Section, the parties agree that the former program of paid sick days shall no longer exist after December 31, 2002. No further use of time earned under the prior sick leave program, other than as provided in this Section, shall be permitted.
- (b) The Employer shall provide sickness and accident benefits for all full-time and regular part-time employees covered by this Agreement. This coverage shall become effective following the completion of the employee's probationary period. Employees who are eligible for disability benefits shall receive weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross straight time wages. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization or eighth (8th) day of illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. Employees are not entitled to sickness and accident benefits for any disability for which they may be entitled to indemnity or compensation under the Employer's retirement plan, Social Security, Workers' Compensation or any other disability benefit program.
- (c) The employee shall be given pension service credits for the period of time an employee is receiving sickness and accident insurance benefits under the County plan, provided that the employee pays the employee pension contribution on 100% of the employee's gross weekly wage for the entire period in which S&A benefits are paid.
- (d) If an employee is otherwise eligible for Family and Medical Leave all insurance premium payments will be paid while an employee is receiving sickness and accident benefits, not to exceed twenty-six (26) weeks in a rolling twelve (12) month period, subject to the employee making the

necessary premium co-payments.

- (e) An employee who is receiving sickness and accident insurance benefits shall be eligible to return to his/her former position at any time during the duration of the sickness and accident benefit period.
- (f) Accrued sick leave hours earned prior to January 1, 2003 shall be placed in a sick leave bank. The employee may use the hours in the sick bank in the following manner:
 - (i) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.
 - (ii) Following the exhaustion of the sickness and accident benefits, the employee may draw from his sick bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.

RETIREMENT

Section 14.1. Pension Plan.

Normal Retirement benefits are based on a life allowance (pension) multiplier of two and one-half percent (2.5%) of the employee's final average compensation as defined in the Plan multiplied by the number of years of credited service. The final average compensation (FAC) will be three (3) years as defined in the Plan. The employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation. The annual amortized actuarial valuation shall be based on the actuarial assumptions and amortization periods established by the Board of Trustees of the Kent County Employees' Retirement Plan and the Kent County Board of Commissioners in their sole discretion. Effective January 1, 2014, the employee's pension contribution of one-half (1/2) the annual amortized actuarial valuation shall not exceed 8.5% of the employee's annual compensation. Effective January 1, 2017, the employee's pension contribution of one-half (1/2) the annual amortized actual valuation shall not exceed 9.5% of the employee's annual compensation.

Section 14.2. Cost of Living. A cost-of-living escalator clause is included in the pension plan, which annually increases a retiree's pension benefit check by 1% in January after 3 full years of retirement benefits.

Section 14.3. Retirement Age Eligibility. The retirement eligibility age for employees hired on or after January 1, 2011, shall be age sixty (60) with twenty-five (25) years of credited service and age sixty-two (62) with five (5) years of credited service.

Section 14.4. Retirement Bonus. Full-time employees who retire under the Kent County Retirement Plan on or after July 1, 2000 (other than a deferred retirement) who as of the date of retirement has unused sick leave shall receive pension service credit for all unused sick leave time. For employees hired on or after July 1, 2016, personal time accumulated over seventy-two (72) hours will be transferred to retirement bonus bank to be used for retirement service credit.

WAGES

Section 15.1. Classification and Rates.

- (a) Listed in Appendix A and incorporated herein are the rates of pay for the classifications covered by this Agreement.
- (b) Employees who are not at the maximum rate of their classification will be eligible for step increases annually on their anniversary date upon the recommendation of the Prosecuting Attorney based upon performance criteria.
- (c) Upon the recommendation of the Prosecuting Attorney, based upon work assignments and performance criteria established by the Prosecuting Attorney, employees may be advanced from APA I to the APA II classification.
- (d) A new employee will be eligible for a step increase upon the recommendation of the Prosecuting Attorney after six (6) months of service. The employee's anniversary date shall be the date the employee completes six (6) months of service or the date of any promotion.
- (e) For annual pay increases other than Step increases, if January 1 falls in the first week of the pay period, then the pay increase will take effect on the first day of the pay period in which January 1 falls or, if January 1 falls in the second week of the pay period, then the pay increase will take effect on the first day of the following pay period.

MISCELLANEOUS

Section 16.1. Mileage. Reimbursable mileage shall be at the published IRS rate.

Section 16.2. Long Term Disability Program. Effective on the later of January 1, 2016 or 31 days after the date on which this Agreement is ratified by the County Board of Commissioners, the non-duty disability benefit provisions of the Pension Plan will not apply, and employees will be covered instead by the Long Term Disability ("LTD") Program described in this Section; provided, however, that an employee who is employed by the County on January 1, 2016 but is not actively at work on that date will continue to be covered by all of the non-duty disability provisions of the Pension Plan until the employee returns to active work status or the employee's employment with the County

terminates. An employee employed by the County on January 1, 2016 who is disqualified from benefits under the LTD Program under the “preexisting disability” provision of the insurance policy, and who has ten (10) years of credited pension plan service as of the date of the disqualification, will also continue to be covered by all of the non-duty disability provisions of the Pension Plan as to that disability, until the employee would no longer be disqualified from an LTD Program benefit due to the insurance policy preexisting duty disability provision. Leaves under this Section are unpaid except for the benefits provided by this Section, and employees do not accrue length of service under this Agreement or the Pension Plan while on LTD leave. Terms of the insurance policy control except as specifically provided below.

When an employee is sick or injured, they may be eligible for benefits through the Long-Term Disability Policy which provides employees with 60% of their pay to age 65 in accordance with the following:

- i. The Employer shall provide LTD coverage for all employees covered by this Agreement. This coverage shall become effective following the completion of 180 days of active service as defined in the insurance policy . Employees who are determined to be eligible for disability benefits shall receive weekly indemnity payments consisting of sixty percent (60%) of their normal gross straight time wages up to \$5,000 monthly.
- ii. These benefits shall be payable from the 180th day of disability due to accident, hospitalization or illness.
- iii. This benefit will be offset by any benefit entitlement under Workers’ Compensation, Social Security, “no-fault” personal injury protection and personal sick and accident insurance, and any other disability benefit program or other compensation as defined by the insurance carrier.
- iv. The County reserves the right to select an insurance carrier to provide this benefit at substantially the same level.
- v. The Employee is considered disabled during the first 24 months of benefits if, solely because of injury or sickness, he or she is unable to perform the material duties of his or her regular occupation, and unable to earn 80% or more of his or her regular earnings from working in his or her regular occupation.
- vi. After disability Benefits have been payable for 24 months, the Employee is considered Disabled if, solely due to injury or sickness, he or she is (1) unable to perform the material duties of any occupation for which he or she is, or may reasonably become, qualified based on education, training or experience; and (2) unable to earn 60% or more of his or her earnings (as defined in the LTD program document or insurance policy).

Section 16.3. Employee Address. All employees are required to furnish the Employer with an up-to-date address and notify the Employer of any change. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 16.4. Captions. The captions used in this Agreement neither add to nor subtract from meaning, but are for reference purposes only.

Section 16.5. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 16.6. Separability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.7. Notice of Discipline. For informational purposes, the Employer(s) agrees to notify the Union in writing of all disciplinary suspensions and discharges.

Section 16.8. Veteran Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties agree that any employee(s) who may come within the provisions of any legislation enacted entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, prior to request for arbitration, elect in writing either to agree to proceed with his or her complaint through the grievance procedure or elect the statutory remedy as the sole means of challenging the Employer's decision or determination. If the employee(s) elects to pursue the statutory remedy, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be subject to arbitration proceedings.

Section 16.9. State Bar Dues. The Employer shall continue to pay for assistant prosecuting attorneys' memberships in the State Bar of Michigan, which is necessary for the attorneys' eligibility to practice law in the State of Michigan.

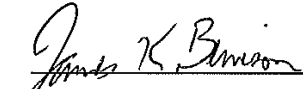
Section 16.10. Cell Phones. Effective January 1, 2013, members required to carry cell phones will have the option of a County issued standard cell phone or to receive the Fiscal Department approved stipend for a standard cell phone, or for a smart-phone if

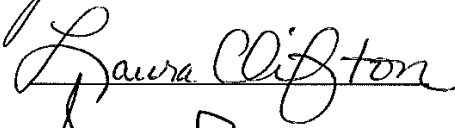
approved by the Prosecuting Attorney.


DURATION

Section 17.1. Termination. This Agreement and the attached Letter of Understanding shall remain in full force and effect until December 31, 2017, at 11:59 p.m. and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration date, serve written notice on the other party of a desire to terminate, modify, amend, or re-negotiate this Agreement.

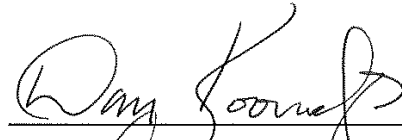
**KENT COUNT ASSISTANT
PROSECUTING ATTORNEYS
ASSOCIATION**

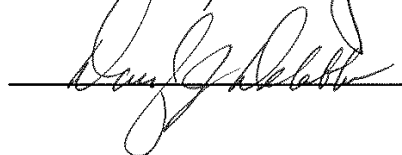






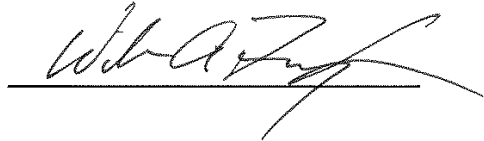
COUNTY OF KENT





KENT COUNTY

PROSECUTOR



APPENDIX A

The following wage scales shall be effective on the dates indicated, subject to Section 15.1(d).

January 1, 2016							
	A	B	C	D	E	F	G
APA I		\$57,548	\$59,639	\$61,800	\$64,041	\$66,365	\$68,771
APA II		\$74,614	\$77,321	\$80,126	\$83,030	\$86,042	\$89,162
APA III		\$88,333	\$91,537	\$94,857	\$98,295	\$101,862	\$105,558
Sr. Atty	\$103,508	\$107,265	\$111,156	\$114,492			
January 1, 2017							
	A	B	C	D	E	F	G
APA I		\$58,699	\$60,832	\$63,036	\$65,322	\$67,693	\$70,147
APA II		\$76,106	\$78,868	\$81,729	\$84,691	\$87,763	\$90,946
APA III		\$90,100	\$93,368	\$96,754	\$100,261	\$103,900	\$107,669
Sr. Atty	\$105,578	\$109,411	\$113,379	\$116,782			

APPENDIX B

	2016	2017
PPO Plan		
Office Visit PCP · In Network · Out of Network	\$25 Ded./Coins.	\$25 Ded./Coins.
Wellness · In Network · Out of Network	100% Covered Ded./Coins.	100% Covered Ded./Coins.
Emergency Room Copay	\$125	\$125
Individual Deductible · In Network · Out of Network	\$300 \$600	\$300 \$600
Family Deductible · In Network · Out of Network	\$600 \$1,200	\$600 \$1,200
Coinsurance · In Network · Out of Network	85% 65%	85% 65%
Individual Out-of-Pocket Maximum** · In Network · Out of Network	\$2,150** \$4,300**	\$2,150** \$4,300**
Family Out-of-Pocket Maximum** · In Network · Out of Network	\$4,300** \$8,600**	\$4,300** \$8,600**
HMO Plan		
Office Visit PCP Specialist	\$20 \$40	\$20 \$40
Wellness	100% Covered	100% Covered
Emergency Room Copay	100	100
Individual Deductible	250	250
Family Deductible	500	500
Coinsurance	90%	90%
Individual Out-of-Pocket Maximum**	\$2,150**	\$2,150**
Family Out-of-Pocket Maximum**	\$4,300**	\$4,300**
Prescription		
· Deductible	None	None
· Annual Out-of-Pocket Max.**	\$4,700/\$9,400**	\$4,700/\$9,400**
· Coinsurance/ Copays		
Generic	\$15	\$15
Generic for treatment of diabetes or hypertension	\$0	\$0
Brand Name-Formulary	\$25	\$25
Brand Name- Non-Formulary	\$45	\$45
90 day co-pay for Maintenance Drugs	2X Co-pay for 90 Day Supply	2X Co-pay for 90 Day Supply
Premium Share	20%	20%

****ACA Out-of-Pocket Maximums is subject to indexing annually and include employee cost towards: Deductible, Co-pays, coinsurance and prescriptions co-pays. Total combined employee cost for medical and prescriptions cannot exceed Federal Annual limit.- Adjusted Annually**

A cash wellness incentive equivalent to 2.5% of medical and prescription premiums for a completed wellness exam

A cash wellness incentive equivalent to 2.5% of medical and prescription premiums for not using tobacco or utilization of cessation program

LETTER OF UNDERSTANDING

It is the agreed upon understanding of the parties that the following past practices in the Kent County Prosecutor's Office shall continue unabated and shall in no way be superseded by the language of the attached Labor Contract between the parties:

1. Current practices regarding hours of employment.
2. Current practices regarding "on-call," weekend, and holiday duties.
3. The maximum amount of comp time an employee may carry and have available for use is eighty (80) hours.